



**Invitation for Bids (IFB)
2020-147
Roof Replacement, Repair and Related Services**

Specifications

and

Contract Documents

BID DUE: Thursday, January 30, 2020 at 2:00 PM
City of Prescott
City Clerk's Office
201 S. Cortez Street
Prescott, Arizona 86303

This solicitation and all addenda are available on the City of Prescott website at
<http://www.prescott-az.gov/business/bids/>

SCHEDULE OF EVENTS

Solicitation Advertisement

Monday, January 13, 2020

Solicitation Release

Tuesday, January 14, 2020

Mandatory Pre-Bid Meeting (bids will not be accepted if the Mandatory Pre-Bid was not attended)

Tuesday, January 21, 2020 at 10:00 am

FAA Tech Ops Building

6490 Wilkinson Dr.

Prescott, AZ 86305

Final Date for Questions

Questions will not be accepted after Thursday, January 23, 2020 at 10:00 am

Bid Due

Thursday, January 30, 2020 on or before 2:00 pm

City of Prescott

City Clerk's Office

201 S. Cortez Street

Prescott, AZ 86303

Bid Opening

Thursday, January 30, 2020 at 2:00 pm

City of Prescott

Council Chambers

201 S. Cortez Street

Prescott, AZ 86303

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INTRODUCTION

The City of Prescott Facilities Management Division is seeking bids from qualified contractors for Roofing Replacement, Repair and Related Services for the FAA Ops Building per the specifications of this IFB.

Information regarding the submittal requirements of this IFB may be obtained through the Contract Specialist named herein or the entire bid package can be downloaded at the City of Prescott website at <http://www.prescott-az.gov/business/bids/>.

The City of Prescott shall not be held responsible for any oral instructions. Any changes to this Invitation for Bid will be in the form of a published amendment and posted on the website. All technical questions regarding this Invitation for Bid must be submitted in writing via e-mail to the Contract Specialist.

SECTION 1: SPECIFICATIONS/SCOPE OF WORK

Contractor will provide all services to perform the Roof Replacement per the specifications.

Roof Replacement Requirements:

- Existing roof is a silicone based roof product.
- Remove any and all abandoned roof penetrations. Patch / fill in voids / openings with proper sheeting materials and membranes to accept new roof membrane.
- Remove and replace any failed roof sheeting, as required.
- Install flashing at all roof-to-wall junctions, antenna protrusions and HVAC units as needed.
- Supply and install new penetration flashings to replace existing flashings, as required.
- Prepare entire roof surface to accept new roof material, membrane, etc.
- Recoat entire roof and side walls with new roof material, membrane, as required.
- Provide and install new pipe and conduit rubber based supports for existing mechanical supply lines.
- HVAC units may need to be lifted to complete project.
- Debris Removal
- Contractor will need to submit the price sheet (Form B) and include all associated fees to perform services when applicable per the fee schedule (Form B).

Additional Security Requirements:

- No additional security requirements when working on the exterior of building, but will need to be escorted to interior of the building (required to have "Port-a-restroom" on premises for workers).

SECTION 2: Solicitation Process Requirements

2.1 Communications with the City:

All communications regarding this solicitation must be in writing via e-mail or fax to the Contract Specialist. Unless authorized, no other City official or employee is empowered to speak for the City with respect to this solicitation. Bidders are advised that the City shall not be bound by information, clarifications, or interpretations from other City officials or employees. Bidders are cautioned against contacting any City official or employee other than the Contract Specialist for this solicitation. Failure to observe this requirement may be grounds for rejection of Bidder's bid. The City's Contract Specialist for this solicitation is:

Pam Risaliti, C.P.M., CPPB
City of Prescott
Contract Specialist
Phone: 928-777-1659
E-mail: pam.risaliti@prescott-az.gov

2.2 Proprietary Material:

Bidder shall clearly mark any proprietary information contained in its bid with the words "proprietary information." Bidder shall not mark any Solicitation Form as proprietary. Marking all or nearly all of a bid as proprietary may result in rejection of the bid. Bidders should be aware that the City is required by law to make its records available for public inspection. The Bidder, by submission of materials marked proprietary, acknowledges and agrees that the City will have no obligation to advocate for non-disclosure in any form or any liability to the Bidder in the event that the City must legally disclose these materials.

2.3 Multiple Bids:

A Bidder may submit multiple bids for any solicitation, however, each bid must be submitted separately (in its own complete package) from the others.

2.4 Delivery of Bids:

Sealed bids (one (1) original and one (1) copy) must be received at the office of the City Clerk no later than the date and time listed the Schedule of Events. The bids will be opened and read publicly in the Council Chambers at that time.

The bid should be addressed to:

City Clerk's Office
City of Prescott
201 S. Cortez Street
Prescott, AZ 86303

Bidder shall enclose bid (one (1) original and one (1) copy) in a sealed envelope. The envelope should be clearly marked "IFB# 2020-147 Roof Replacement, Repair and Related Services. The envelope should identify the Bidder's name, mailing address, and the time and date of opening. The City shall not consider late bids, e-mailed bids, telegraphic (fax) or telephone bids. Bidder is solely responsible for ensuring that bids are delivered on time. Delays caused by any delivery service, including the U.S. Postal Service, will not be grounds for an extension of the deadline for receipt of bids. Bids received after the deadline will not be considered and returned unopened.

- 2.5 **Cost of Bids:**
The City shall not be liable for any costs incurred by Bidder in the preparation and submittal of a bid(s) in response to the solicitation or in the participation of any part of the acquisition process.
- 2.6 **Errors in Bids:**
Bidder is responsible for all errors or omission in its bid, and any such errors or omission will not serve to diminish its obligations to the City.
- 2.7 **Withdrawal of Bids:**
A bid may be withdrawn by written request of the Bidder prior to the bid due date and time listed in Schedule of Events. No bid may be withdrawn for a period of 120 calendar days after the bid due date and time.
- 2.8 **Changes in Bids:**
Prior to the bid due date and time listed in the Schedule of Events, a Bidder may make changes to its bid provided the change is initialed and dated by the Bidder. Corrections and/or modifications received after the closing time specified will not be accepted.
- 2.9 **Rejection of Bids:**
The City reserves the right to reject any and all bids and to waive any immaterial defects and irregularities in bids.
- 2.10 **Disposition of Bids:**
All materials submitted in response to the solicitation, including samples, shall become the property of the City upon delivery to the City.
- 2.11 **Incorporation of Solicitation and Response in Agreement:**
This solicitation, including all attachments and addenda, and all promises, warranties, commitments and representations in the successful bid shall be binding and shall become obligations of the agreement.
- 2.12 **Protests:**
Any protest or notice that a bid is non-responsive must be filed by 5:00 p.m. up to fourteen (14) calendar days after award notification. All such protests shall be in writing, contain a complete statement of the grounds for protest, and is filed with the Contract Specialist via e-mail. Protesting parties must demonstrate as part of their protest that they made every reasonable effort within the schedule and procedures of this solicitation to resolve the basis or bases of their protest during the solicitation process, including asking questions, seeking clarifications, requesting addenda, and otherwise alerting the City to perceived problems so that corrective action could be taken prior to the selection of the Apparent Successful Bidder(s). The City will not consider any protest based on items which could have been or should have been raised prior to the deadline for submitting questions or requesting addenda. The filing of a protest shall not prevent the City from executing an agreement with any other bidder.
- 2.13 **Bid Submittal:**
Bid (one (1) original and one (1) copy) must be sealed, and the envelope must clearly indicate the information as described in Section 2.4. Bidder must fully complete and submit the following documents:
- 2.13.1 Bid Form A - Solicitation Response Cover Sheet
 - 2.13.2 Bid Form B - Price Sheet
 - 2.13.3 Bid Form C - Bid Certification
 - 2.13.4 Bid Form D - Non-Collusion Certificate
 - 2.13.5 Bid Form E - Certificate of Ownership

- 2.13.6 Bid Form F - Bidder Qualifications, Representations and Warranties
- 2.13.7 Bid Form G- References

SECTION 3: GENERAL TERMS AND CONDITIONS

3.1. Entire Agreement:

This Contract, including all attachments referenced herein, constitutes the entire agreement between the City and the Supplier. The City's Specifications, all addenda to the Specifications and the Supplier's response to the Specifications are explicitly included in this Contract. Where there is any conflict among or between any of these documents, the controlling document shall be the first listed in the following sequence: the most recently issued Contract amendment; the Contract; the most recently issued addendum to the City's Specifications; the Supplier's response to the Specifications.

3.2 Term:

The initial term of the contract shall be for a period of three (3) years. The contract may be extended for two additional years for a total of five (5) years, with the mutual consent of the City of Prescott and Supplier.

The City may administratively extend the Contract pursuant to this paragraph without additional City Council approval. Price changes for succeeding years shall be adjusted in accordance with the Consumer Price Index (CPI) for All Urban Consumers, not to exceed upwards or downwards of three (3) percent.

3.3 Freight:

Prices include freight prepaid and allowed. The Supplier assumes the risk of every increase, and receives the benefit of every decrease, in delivery rates and charges.

3.4 Title:

Prices are F.O.B. destination. Title to items and risk of loss remain with Supplier until City receives items at the delivery point.

3.5 Overages:

Shipments shall correspond with the Contract; any unauthorized advance or excess shipment is returnable at Supplier's expense.

3.6 Schedule:

Unless a change in schedule is requested, the supplier shall deliver the items or render the services as stated in the Contract. At the City's option, the supplier's failure to timely deliver or perform may require expedited shipping at the supplier's expense, or may be cause for termination of the Contract and the return of all or part of the items at the supplier's expense. If the supplier anticipates difficulty in meeting the schedule, the supplier shall promptly notify of such difficulty and the length of the anticipated delay.

3.7 Payment:

Invoices will be paid according to early payment discount terms, or if no early payment discount is offered, within thirty (30) days after the City's receipt and acceptance of the goods or completion and acceptance of the services. Payment periods will be computed from either the date of delivery of all goods ordered, the completion of all services, or the date of receipt of a correct invoice, whichever date is later. This section is not intended to restrict partial payments that are specified in the contract. No payment shall be due prior to the City's receipt and acceptance of the items identified in the invoice therefore.

3.8 Unlawful Overcharges:

The Supplier assigns to the City all claims for anti-trust violations and overcharges relating to items purchased by the City.

3.9 **Price Warranty:**

The Supplier warrants that the prices for the items sold to the City hereunder are not less favorable than those currently extended to any other customer for the same or similar items in similar quantities. The Supplier warrants that prices shown on this Contract are complete, and that no additional charge of any type shall be added without the City's express written consent.

3.10 **Date Warranty:**

Supplier warrants that all Software provided under this Contract: (i) does not have a life expectancy limited by date or time format; (ii) will correctly record, store, process, and present calendar dates; (iii) will lose no functionality, data integrity, or performance with respect to any date; and (iv) will be interoperable with other software used by Purchaser that may deliver date records from the Software, or interact with date records of the Software ("Date Warranty"). In the event a Date Warranty problem is reported to Supplier by Purchaser and such problem remains unresolved after three (3) calendar days, at Purchaser's discretion, Supplier shall send, at Supplier's sole expense, at least one (1) qualified and knowledgeable representative to Purchaser's premises. This representative will continue to address and work to remedy the failure, malfunction, defect, or nonconformity on Purchaser's premises. This Date Warranty shall last perpetually. In the event of a breach of any of these representations and warranties, Supplier shall indemnify and hold harmless Purchaser from and against any and all harm, injury, damages, costs, and expenses incurred by Purchaser arising out of said breach.

3.11 **Equal Employment Opportunity:**

During the term of this Contract, the Supplier agrees as follows: The Supplier will not discriminate against any employee or applicant for employment because of creed, religion, race, color, sex, marital status, sexual orientation, gender identity, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The Supplier will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3.12 **Diversity:**

The City encourages the Supplier to employ a workforce reflective of the region's diversity.

3.13 **Discrimination in Contracting:**

The Supplier shall not create barriers to open and fair opportunities for subcontractors and suppliers in obtaining or competing for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Supplier shall not discriminate on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.

3.14 **Record-Keeping:**

The Supplier shall maintain, for at least 12 months after expiration or earlier termination of the term of this Contract, relevant records and information necessary to document the Supplier's utilization of other businesses as subcontractors and suppliers in this contract and in its overall public and private business activities. The Supplier shall also maintain all written quotes, bids, estimates, or proposals submitted to the Supplier by all businesses seeking to participate as subcontractors or

suppliers in the contract. The City shall have the right to inspect and copy such records. If this Contract involves federal funds, the Supplier shall comply with all record-keeping requirements set forth in every applicable federal rule, regulation and statute referenced in the contract documents.

3.15 **Publicity:**

The Supplier shall not advertise or publish the fact that the City has contracted to purchase items from the Supplier without the City's prior written approval.

3.16 **Proprietary and Confidential Information:**

The Supplier acknowledges that the City is required by law to make its records available for public inspection, with certain exceptions. City staff believes that this legal obligation would not require the disclosure of proprietary descriptive information that contains valuable designs, drawings or formulas. The Supplier, by submission of materials marked proprietary and confidential, nevertheless acknowledges and agrees that the City will have no obligation or any liability to the Supplier in the event that the City must disclose these materials by law.

3.17 **Indemnification:**

Required pursuant to Supplier Agreement Language.

3.18 **Insurance:**

Required pursuant to Supplier Agreement Language.

3.19 **Compliance with Law:**

The Supplier, at its sole cost and expense, shall perform and comply with all applicable laws of the United States and the State of Arizona; the Charter, Municipal Code, and ordinances of the City of Prescott; and rules, regulations, orders, and directives of their respective administrative agencies and officers.

3.20 **Licenses and Similar Authorizations:**

The Supplier, at no expense to the City, shall secure and maintain in full force and effect during the term of this Contract all required licenses, permits, and similar legal authorizations, and comply with all related requirements.

3.21 **Taxes:**

The Supplier shall pay, before delinquency, all taxes, levies, and assessments arising from its activities and undertakings under this Contract; taxes levied on its property, equipment and improvements; and taxes on the Supplier's interest in this Contract.

3.22 **Americans with Disabilities Act:**

The Supplier shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA) in performing its obligations under this Contract. In particular, if the Supplier is providing services, programs, or activities to City employees or members of the public as part of this Contract, the Supplier shall not deny participation or the benefits of such services, programs, or activities to people with disabilities on the basis of such disability. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate termination of, this Contract.

3.23 **Adjustments:**

The City, at any time may make reasonable changes in the place of delivery, replacement or inspection; the method of shipment or packing; labeling and identification; and ancillary matters that Supplier may accommodate without substantial additional expense to the City.

3.24 **Amendments:**

Except for adjustments authorized above, modifications or amendments to the Contract may only be made by a change order or by written document signed by or for both parties. Unless Supplier is otherwise notified, the City's Facilities Manager shall be the City's authorized agent.

3.25 **Assignment:**

Neither party shall assign any right or interest nor delegate any obligation owed without the written consent of the other, except Supplier may assign the proceeds of this Contract for the benefit of creditors upon 21 days advance written notice to the City.

3.26 **Binding Effect:**

The provisions, covenants and conditions in this Contract apply to bind the parties, their legal heirs, representatives, successors, and assigns.

3.27 **Waiver:**

The City's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or the City's waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type.

3.28 **Applicable Law:**

This Contract shall be construed under the laws of the State of Arizona. The venue for any action relating to this Contract shall be in the Superior Court for Yavapai County, State of Arizona.

3.29 **Remedies Cumulative:**

Remedies under this Contract are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.

3.30 **Severability:**

Any invalidity, in whole or in part, of any provision of this Contract shall not affect the validity of any other of its provisions.

3.31 **Gratuities:**

The City may, by written notice to the Supplier, terminate Supplier's right to proceed under this Contract upon one (1) calendar day's notice, if the City finds that any gratuity in the form of entertainment, a gift, or otherwise was offered or given by the Supplier or any agent thereof to any City official, officer or employee.

3.32 **Termination:**

3.32.1 **For Cause:**

Either party may terminate this Contract in the event the other fails to perform its obligations as described herein, and such failure has not been corrected to the reasonable satisfaction of the other in a timely manner after notice of breach has been provided to such other party.

Notice of Cancellation: This Agreement may be terminated upon ten (10) days written notice, with or without cause or upon completion of services. If terminated, the Supplier shall be paid for authorized services satisfactorily performed to the date of the Supplier's receipt of such termination notice.

3.32.2 **For Reasons Beyond Reasonable Control of a Party:**

Either party may terminate this Contract without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control such as but not limited to an act of nature; war or warlike operations; civil commotion; riot; labor dispute including strike, walkout, or lockout; sabotage; or superior governmental regulation or control.

3.32.3 For Public Convenience:

The City may terminate this Contract in whole or in part whenever the City determines that such termination is in its best interest (including but not limited to for lack of continuing appropriations). In such a case the Supplier shall be paid for all items accepted by the City.

3.32.4 Notice: Notice of termination shall be given by the party terminating this Agreement to the other not less than ten (10) working days prior to the effective date of termination.

3.32.5 Major Emergencies or Disasters:

The City is committed to preparing thoroughly for any major emergency or disaster situation. The following provision shall be in effect during major emergencies or disasters:

The Supplier, in support of public services, shall consider the City as a customer of first priority and shall make its best effort to provide to the City the requested goods and/or services in a timely manner. Supplier shall provide to the City, upon the City's request, such goods and/or services at such time as the City determines. In the event the Supplier is unable to meet the delivery date commitment due to circumstances beyond the reasonable control of the Supplier, the Supplier shall make such delivery as soon as practicable. If the Supplier is prevented from making such delivery to the requested delivery location due to circumstances beyond its reasonable control, the Supplier shall immediately assist the City in whatever manner is reasonable to gain access to such goods and/or services. In the event that the Supplier is unable to provide such goods and/or services as requested by the City, the Supplier may offer to the City limited substitutions for its consideration and shall provide such substitutions to the City as required above, provided the Supplier has obtained prior approval from the City for such substitution. The Supplier shall charge the City the price determined in this Contract for the goods and services provided, and if no price has been determined, it shall charge the City a price that is normally charged for such goods and/or services (such as listed prices for items in stock). In the event that the City's request results in the Supplier incurring unavoidable additional costs and causes the Supplier to increase prices in order to obtain a fair rate of return, the Supplier shall provide the City with appropriate documentation of the additional costs. The Supplier acknowledges that the City is procuring such goods and/or services for the benefit of the public. For purposes of this Contract, a "major emergency" or "disaster" shall include, but is not limited to a storm, high wind, earthquake, flood, hazardous material release, transportation mishap, and loss of any utility service, fire, terrorist activity or any combination of the above.

3.32.6 Award:

The City shall consider awarding agreements only to responsible Bidders. Responsible Bidders are those that have, in the sole judgment of the City, the financial ability, character, reputation, resources, skills, capability, reliability, and business integrity necessary to perform the requirements of the agreement. In determination of responsibility, the City may consider all information available to the City, whether specifically provided by the Bidder in response to this solicitation or other information otherwise available to the City in evaluating the responsibility of the Bidder. Such information may include, but is not limited to, experience and history of the City with current and/or prior contracts held by the Bidder with the City or with other agencies, references provided by the Bidder to the City, information provided by the Bidder as part of the solicitation responses, and information not specifically provided by the Bidder but is otherwise available to the City and has merit in consideration of responsibility, in the opinion of the City. The evaluation of responsibility shall be determined by the City and shall be in the sole opinion of the City. Such evaluation by the City shall be final and not subject to appeal. Furthermore, no agreement will be awarded to a Bidder if any owner of such Bidder has been convicted within the past ten years of a crime involving dishonesty or false

statements, or if the Bidder has unsatisfied tax, disbarment or judgment liens. The City has the right to a probation period for the contractor if it deems necessary.

SECTION 4: STANDARD BID INFORMATION

4.1 Default by Bidder:

In case of default by the bidder, the City of Prescott may procure the items or service from other sources and may deduct from any monies due or that may thereafter become due to the bidder the difference between the price named in the contract or purchase order and the actual cost thereof to the City of Prescott. Prices paid by the City shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Facilities Manager.

4.2 Cash Discounts:

No cash discounts are available for this contract.

4.3 Warranty:

Manufacturer's warranties shall remain in effect. All equipment purchased shall be purchased from one (1) Supplier. That one Supplier shall be fully responsible for all warranty performance relating to any part or component of the purchased equipment. The Supplier's responsibility shall include all warranty involving sub-contractors. The Supplier shall supply a warranty on all parts and workmanship from the initial delivery date. The Supplier shall guarantee further that the equipment to be supplied complies with all applicable regulations.

4.5 Litigation:

The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. Neither party shall be entitled to an award of attorneys' fees, either pursuant to the Contract or another other state or federal statute, court rule, or common law.

4.6 Cooperative Use of Contract:

This Contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of the contracted Supplier. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

4.7 Brand Names:

Brand names are only used for reference to indicate character or quality desired unless otherwise indicated.

4.8 Proposal:

All standard specifications and details referenced unless otherwise noted shall conform to all the City of Prescott Standard Specifications and Detail Drawings, most current revision, and to the most current edition of the Uniform Standard Specifications and Details for Public Works Construction by the Maricopa Association of Governments, Arizona, including revisions thereto.

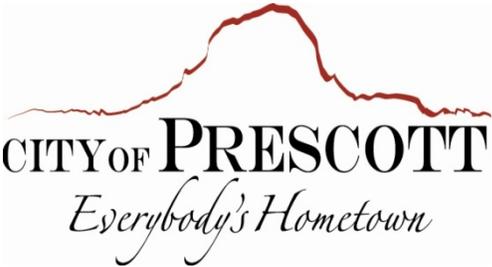
4.9 Bidding Requirements and Conditions:

Bidder must be able to meet all governmental regulatory agency requirements including the U.S. Environmental Protection Agency, the U.S. Occupational Safety and Health Administration and the National Occupational Safety and Health departments.

SECTION 5: INSTRUCTIONS FOR SUBMITTAL FORMS:

- 5.1 Form A - Solicitation Response Cover Sheet: Bidder shall complete, sign, and submit Form A as the first page of the bid package.
- 5.2 Form B - Price Sheet: Bidder shall certify that its bid will be valid for 120 days after submission. Bidder may be asked to extend this certification. Bidder shall complete, sign, and submit Form B.
- 5.3 Form C - Bid Certification: Bidder shall complete, sign, and submit Form C.
- 5.4 Form D - Non-Collusion Certificate: Bidder shall complete, sign, and submit Form D.
- 5.5 Form E - Certificate of Ownership: Bidder shall complete, sign, and submit Form E completely and accurately stating the names and addresses of all persons, firms, corporations, partnerships or other associations having any direct or indirect financial interest in the Bidder's business and the nature and extent of each such interest.
- 5.6 Form F - Bidder Qualifications, Representations and Warranties
Bidder shall complete and submit Solicitation Form F. Bidder shall provide additional information as required.
- 5.7 Form G- Bidder shall provide three (3) references, a sub-contractors list (if applicable) and certify there are no unsatisfied tax liens or judgments on record.
- 5.8 Offer and Acceptance-Bidder shall complete offer portion of the form.

Form A – Solicitation Response Cover Sheet



City of Prescott
Solicitation Response

Description.....Roof Replacement, Repair and Related Services.

Please note all that apply:

- Addenda Number(s) Received (if any)

- Original Forms A through G plus two (2) photocopies

Business Name: _____

Business Address: _____

Business E-Mail: _____

Business Phone: (_____) _____

Business Fax: (_____) _____

Business Contact: _____

Supplier Comments: _____

Dated this ____ day of _____ 2020.

Signature

Title



Form B – Price Sheet

Roof Replacement, Repair and Related Services

<u>Item (s)</u>	<u>Cost</u>
Roof Replacement-FAA Tech Ops Building	\$ _____
Labor	\$ _____
Tax	\$ _____
Total (including tax, materials & labor)	\$ _____

Dated this _____ day of _____ 2020.

Signature

Title

Form C – Bid Certification

Bidder Name: _____

The undersigned Bidder hereby certifies as follows:

C.1 That he/she has read The City of Prescott’s solicitation documents, its appendices and attachments, and the following Addenda, and to the best of his/her knowledge, has complied with the mandatory requirements stated therein.

Addendum	Issue Date
_____	_____
_____	_____

C.2 That he/she has had opportunity to ask questions regarding the solicitation, and that such questions having been asked, have been answered by the City.

C.3 That the Bidder’s bid consists of the following:

1. Form A – Solicitation response cover sheet
2. Form B – Price Sheet
3. Form C – Bid Certification
4. Form D – Non-Collusion Certificate
5. Form E – Certificate of Ownership
6. Form F – Bidder Qualifications, Representations and Warranties; Bidder to provide attachment:
Attachment – Subcontractor’s List
7. Form G-References

C.4 That the bid is valid for 120 days.

Dated this _____ day of _____ 2020.

Signature

Title

Form D – Non-Collusion Certificate

Bidder Name: _____

The undersigned Bidder hereby certifies as follows:

To the best of his/her knowledge, the person, firm, association, partnership or corporation herein, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in the preparation and submission of a bid to the City of Prescott for consideration in the award of this solicitation.

Dated this _____ day of _____ 2020.

Signature

Title

Form E – Certificate of Ownership

Bidder Name: _____

The undersigned Bidder hereby certifies as follows:

To the best of his/her knowledge, the person, firm, association, partnership or corporation herein, are the only person, firms, corporations, partnerships, or other associations having any direct or indirect financial interest in the Bidder’s business as legal or equitable owner, creditor (except current bills for operating expenses), or holder of any security or other evidence of indebtedness.

Dated this _____ day of _____ 2020.

Signature

Title

Form F – Bidder Qualifications, Representations and Warranties

Bidder Name: _____

The undersigned Bidder hereby certifies as follows:

F1 Meets Minimum Specifications

The successful supplier(s) must demonstrate that they have sufficient capabilities and available resources to meet the product and/or service requirements of this solicitation. Do you meet all the requirements of this solicitation?	YES	NO
---	-----	----

F2 Taxes and Liens - Bidder has no unsatisfied tax, judgment lien or disbarment on record.

F3 Subcontractors – Bidder submits as Attachment 1 to this Bid Form F a list of all subcontractors it will use in performing the requirements of the agreement resulting from this solicitation. A subcontractor is any separate legal entity used to perform requirements of the proposed agreement. The list shall include the firm’s name, contact person and title, mailing address, telephone number, fax number and a description of the service(s) to be subcontracted. Bidder shall also attach a copy of the letter from the subcontractor stating its commitment to perform the services(s) subcontracted.

F5 Bidder’s Examination - Bidder has made its own examination, investigation and research regarding the requirements of the solicitation including but not limited to the work to be done, services to be performed, any conditions affecting the work and services, the type and quantity of labor, equipment and facilities necessary to perform. Bidder fully understands the character of the work and services, the manner in which payment is to be made, the terms and conditions of the draft agreement, and the solicitation. Bidder acknowledges and agrees that it has satisfied itself by its own examination, investigation and research, and that it will make no claim against the City because of erroneous estimates, statements, or interpretations made by City. Bidder hereby proposes to furnish all materials, equipment, and facilities and to perform all labor which may be required to do the work within the time required and upon the terms and conditions provided in the draft agreement and the solicitation, and at the prices as bid.

Dated this _____ day of _____ 2020.

Signature

Title

Form G-References

The City will enter into an agreement only with a Bidder(s) having a reputation of satisfactory performance. The Bidder's ability to provide timely service; knowledgeable, conscientious, and courteous staff; reasonable care and skill; invoicing consistent with contract pricing, etc., are important to the City. Bidder provides information for three clients, other than the City of Prescott, that presently contract with Bidder for similar goods or services:

Reference #1

Firm Name: _____

Address: _____

Contact Person: _____

Phone Number: _____

E-Mail _____

Reference #2

Firm Name: _____

Address: _____

Contact Person: _____

Phone Number: _____

E-Mail _____

Reference #3

Firm Name: _____

Address: _____

Contact Person: _____

Phone Number: _____

E-Mail _____

Note: The bid evaluators may contact the customer references, as well as any other customers or customer employees including the City of Prescott. A Bidder with unsatisfactory references may have its bid rejected.

In accordance with City of Prescott Procurement Code competitive sealed bids for the material or services specified will be received by the City of Prescott at the specified location until the date and time cited above. Bids received by the correct date and time shall be publicly opened and the bid price read. Bids shall be in the actual possession of the City of Prescott on or prior to the exact date and time indicated. Late bids will not be considered. **Bids shall be submitted in a sealed envelope with the Invitation for Bid number and the bidder's name and address clearly indicated on the front of the envelope.** All bids shall be completed in ink or typewritten. Bidders are strongly encouraged to carefully read the **entire** Invitation for Bid Package and initial each page.

OFFER

The undersigned hereby offers and agrees to furnish materials and/or services in compliance with all terms, conditions, specifications and amendments in the Notice of Invitation for Bid except for any written exceptions in the offer. The signature below also certifies his or her understanding and compliance with The City of Prescott Standard Terms and Conditions.

For clarification of this offer contact:		Telephone: _____ Fax: _____
Name: _____		E-Mail: _____
Company Name		Authorized Signature for Offer
Address		Printed Name
City	State	Zip Code
		Title

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Prescott Use Only)

Your offer is hereby accepted. The bidder is now bound to provide the materials and/or services in the bid, including all terms conditions, specifications, amendments, etc., and the bidder's offer as accepted by the City. The bidder is hereby cautioned not to commence any billable work or provide any material or service under this contract until bidder receives an executed contract and/or Purchase Order.

Attested by: _____ Sarah Siep, City Clerk		City of Prescott, Arizona. Effective Date: _____ Approved as to form: _____ City Attorney
City Seal	_____ Contract Number	Awarded on: _____ Greg Mengarelli, Mayor Date